

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

.....
CIPHERBLADE, LLC, a Pennsylvania Limited
Liability Corporation,

PLAINTIFF,

v.

CIPHERBLADE, LLC, an Alaska Limited Liability
Corporation, MANUEL KRIZ, MICHAEL
KRAUSE, JORN HENRIK BERNHARD
JANSSEN, SERGIO GARCIA, JUSTIN MAILE,
IOANA VIDRASAN,

and

CIPHERBLADE APAC PTE LTD, a Singapore
limited company, JUSSI AITTOLA,

and

OMEGA3ZONE GLOBAL LTD, a Cyprus limited
company, PAUL MARNITZ,
and

INQUISITA SOLUTIONS LTD., a Cyprus limited
company,

and

GREEN STONE BUSINESS ADVISORY FZ LLC,
a United Arab Emirates Limited Liability
Corporation.

DEFENDANTS.
.....

Case No. 1:23-CV-05671-AKH

STIPULATION AND [PROPOSED] ORDER

WHEREAS, on July 7, 2023 CipherBlade LLC Pennsylvania (“Plaintiff”) filed an Amended Complaint against CipherBlade LLC, an Alaska Limited Liability Corporation, Manuel Kriz, Michael Krause, Jorn Henrik Bernhard Janssen, Justin Maile, Ioana Vidrasan, CipherBlade APAC PTE Ltd., Jussi Aittola, omega3zone Global Ltd., Paul Marnitz, Inquisita Solutions Ltd.,

and Green Stone Business Advisory FZ LLC (all defendants, with the exception of Sergio Garcia, collectively “Defendants,” and together with Plaintiff, the “Parties”); and

WHEREAS, on July 20, 2023 Plaintiff filed an Application for a Temporary Restraining Order, Preservation Order, Expedited Discovery, an Alternative Service Order, and an Order to Show Cause Scheduling Preliminary Injunction Motion (the “Application”, ECF 8 and 9) against Defendants.

WHEREAS, on August 3, 2023 the Honorable Judge Hellerstein denied Plaintiff’s request for a TRO and preliminary injunction in light of the Parties’ agreement concerning the issues underlying Plaintiff’s request for a TRO, and directed the Parties to file a stipulation setting forth the terms of the Parties’ agreement concerning the issues underlying Plaintiff’s request for a TRO by August 8, 2023 (ECF No. 30).

WHEREAS, Plaintiff and Defendants, have reached a stipulation, on certain terms, to resolve the TRO and other emergency relief as set forth herein.

IT IS HEREBY STIPULATED, AND AGREED by and between the Parties and ORDERED that:

1. Defendants will return to Plaintiff the Namecheap registrar account and remove any associated multifactor authentication requirements.
2. Defendants represent that the Namecheap registrar account referenced in paragraph 1, and when returned pursuant to paragraph 1, shall not include the CipherBlade.com domain or certain other domains which were registered by Defendants after June 16, 2023 using the CipherBlade name because the Defendants will have transferred those domains to another registrar prior to the return of the Namecheap account.
3. Defendants will provide Plaintiff with FileVine administrative access for each of the cases that are identified in the list of cases exchanged by the parties on August 8, 2023 (the

“Relevant Cases”) for the purposes of transferring out the data associated with the Relevant Cases.

4. Defendants represent that they have not retained or copied the FileVine data related to the Relevant Cases and will not retain or copy such data.
5. Defendants will provide Plaintiff with an export of historical data from Freshdesks and Lawmatics prior to June 16, 2023.
6. Defendants will remove all references to both Mr. Sanders and Mr. Sibenik, as well as any of the matters or engagements for which they were responsible, from the CipherBlade.com website and from any other marketing materials or websites that Defendants operate. Defendants will also remove all “In the Press” references to articles and press mentions that discuss Mr. Sanders, Mr. Sibenik, and the cases they handled from the CipherBlade.com website and from any other marketing materials or websites that Defendants operate. In the event that Defendants inadvertently fail to remove a particular reference to Mr. Sanders or Mr. Sibenik, Plaintiff shall advise Defendants, who will then promptly remove such reference.
7. Defendants will provide Plaintiff with an export of all emails associated with the Google Workspaces email accounts that existed on cipherblade.com for Mr. Sanders, Mr. Sibenik, and Sasha Tomic, as well as all emails that were sent to the hq@cipherblade.com address after June 16, 2023 and that pertained to matters for which Mr. Sanders, Mr. Sibenik, or Ms. Tomic were responsible for managing, as well as any emails that were specifically directed to Mr. Sanders, Mr. Sibenik, or Ms. Tomic.
8. Defendants will set up an email forwarding and an autoreply message for Mr. Sanders and Mr. Sibenik for 45 days from the date that this Order is entered, stating the following:

“[Name] is no longer at this address. Your e-mail has been automatically forwarded

to [name] at the address [address]. Please expect any further reply to come from that address.”

9. Defendants will cease making the following statements about Plaintiff, or its representatives Mr. Sanders and Mr. Sibenik, to current and prospective clients:
 - a. “CipherBlade has had to separate from its Pennsylvania unit, which is owned by Rich and for which Paul also works, due to Rich’s increasingly erratic and unconscionable behaviour which has been damaging CipherBlade’s relations with other industry participants and eventually culminated in documented threats of violence and other harm to multiple people”; or
 - b. “Regrettably, CipherBlade has had to separate from its Pennsylvania unit due to increasingly erratic and unconscionable behavior by representatives of the same, including threats of violence and other harm to multiple team members. . .”
10. The Parties’ agreement memorialized by this Stipulation is made solely to resolve the issues underlying the TRO, their agreement is without prejudice to any positions they may take in this proceeding, and both sides reserve all rights.

Dated: New York, New York
August 8, 2023

/s/Michael Scavelli

Michael G. Scavelli
Evan Glassman
Jason Meade

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/s/ Alex Urbelis

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Pennsylvania Limited Liability Corporation

IT IS SO ORDERED on this ____ day of August, 2023, at _____ am/pm.

THE HONORABLE ALVIN K. HELLERSTEIN
UNITED STATES DISTRICT COURT JUDGE